

**ATTACHMENT A**

**AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

1. I am familiar with and agree to be bound by the terms of the Stipulated Protective Order in *BlackBerry Corporation and Cylance Inc. (d/b/a BlackBerry Cylance) v. Kaylan Brown Coulter*, Docket No. 5-22-CV-98 (U.S. District Court, D. Vt.). I understand that my execution of this Agreement to be Bound by the Stipulated Protective Order indicates my agreement to be bound by the Stipulated Protective Order and is a prerequisite to my access or review of any information or documents designated as Confidential Material pursuant to the Stipulated Protective Order. I further understand that my execution of this Agreement indicates that I am a person who is allowed to access or review any information or documents designated as Confidential Material pursuant to the Stipulated Protective Order.

2. I will access and review Confidential Material that may be provided to me solely for the purpose of my role in assisting with prosecuting or defending in the matter of *BlackBerry Corporation and Cylance Inc. (d/b/a BlackBerry Cylance) v. Kaylan Brown Coulter*, Docket No. 5-22-CV-98 (United States District Court, D. Vt.), and Other proceedings, including mediation, trial preparation, trial, and appeal, and for no other purpose whatsoever. I further agree that I will not disclose any Confidential Material to any person except as allowed by the terms of the Protective Order. For purposes of this agreement, Other proceedings means *BlackBerry Corporation and Cylance Inc. (d/b/a BlackBerry Cylance) v. Chris Coulter and Sentinel Labs, Inc. (d/b/a SentinelOne and SentinelOne.com)*, Docket No. 953-10-19 Cncv (Superior Court of Chittenden County, Vermont) and *BlackBerry Corporation and Cylance Inc. (d/b/a BlackBerry Cylance) v. Sentinel Labs, Inc. (d/b/a SentinelOne and SentinelOne.com) and Does 1-20 and Related Cross Action*, Docket No. 20CV361950 (Superior Court of Santa Clara County, California).

3. I will only make such copies of or notes concerning Confidential Material as are necessary to enable me to render the assistance required in connection with this Proceeding. Upon the final determination of this Proceeding, I shall promptly destroy or delete all Confidential Materials provided to me as well as any notes or derivations thereof. I understand that my obligation to honor the confidentiality of such material will continue even after this Proceeding concludes.

4. I understand that failure to comply with the terms of the Stipulated Protective Order may be punishable by contempt of court and may result in civil liability to any party or person damaged thereby. I consent to the jurisdiction of the United States District Court, District of Vermont (without any time limit) for the purpose of enforcing the Stipulated Protective Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**ATTACHMENT B**

**AGREEMENT FOR INDEPENDENT EXPERTS  
TO BE BOUND BY STIPULATED PROTECTIVE ORDER**

1. I am familiar with and agree to be bound by the terms of the Stipulated Protective Order in *BlackBerry Corporation and Cylance Inc. (d/b/a BlackBerry Cylance) v. Kaylan Brown Coulter*, Docket 5-22-CV-98 (United States District Court, D. Vt.). I understand that my execution of this Agreement to Be Bound by the Stipulated Protective Order indicates my agreement to be bound by the Stipulated Protective Order and is a prerequisite to my access or review of any information or documents designated as Confidential Material pursuant to the Protective Order. I further understand that my execution of this Agreement indicates that I am a person who is allowed to access or review any information or documents designated as Confidential Material pursuant to the Protective Order.

2. I will access and review Confidential Material that may be provided to me solely for the purpose of my role in assisting with prosecuting or defending this Proceeding, including mediation, trial preparation, trial, and appeal, and for no other purpose whatsoever. I further agree that I will not disclose any Confidential Material to any person except as allowed by the terms of the Protective Order.

3. I will only make such copies of or notes concerning Confidential Material as are necessary to enable me to render the assistance required in connection with this litigation. Upon the final determination of this action, I shall promptly destroy or delete all Confidential Materials provided to me as well as any notes or derivations thereof. I understand that my obligation to honor the confidentiality of such material will continue even after this Proceeding concludes.

4. I will not use any Confidential Information or any information or knowledge derived from Confidential Information for any purpose unrelated to this Litigation, including, but not limited to, assisting any entity in any way in connection with any commercial or business endeavor, relationship or negotiation with any of the Defendants at any time or in connection with assisting any person or entity that seeks to compete with any Defendant in any market.

5. I have not been determined by a court or other competent tribunal to have violated the terms of a protective order in any other litigation.

6. I understand that failure to comply with the terms of the Protective Order may be punishable by contempt of court and may result in civil liability to any party or person damaged thereby. I consent to the jurisdiction of the U.S. District Court for the District of Vermont (without any time limit) for the purpose of enforcing the Protective Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_ (Print Name)